CC: Feranco

#### RESOLUTION NO. 2015-103

# Authorizing the Approval of Vouchers for Payment & Ratification

Whereas, Willingboro Township Council received the June 2015, Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 4th day of August, 2015 that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.

Eddie Campbell, Jr., Mayo

Attest:

Brandon Gatcia, Deputy Clerk

# BURLINGTON COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS

THIS AGREEMENT (having a term which expires July 31, 2020) is made between the parties set forth on Schedule A (attached hereto) all of which are either the County of Burlington and all of its departments, municipalities including, but not limited to, municipal police and public works, Emergency Medical Service and/or fire departments, volunteer fire companies or EMS organizations or Fire Districts, and other jurisdictions defined as "local governments" in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President in Homeland Security Directive (HSPD - 5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster, and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan, and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services to or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is in no way limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

As defined in the Homeland Security Act of 2002, Section 2(10): the term "local government" means "(A) county, municipality, city, town, township, local public authority, school district, intrastate district, council of governments...regional or interstate government entity, or agency or instrumentality of a local government an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10)

### BURLINGTON COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS

WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

#### WITNESSETH:

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

- 1. <u>Mutual Aid and Assistance</u>. Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
  - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
  - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
  - c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
- 2. Requests for Mutual Aid and Assistance. All requests for mutual aid and assistance shall be initiated through the Burlington County Department of Public Safety Services-Division of Central Communications (CENTRAL), the Burlington County Fire Coordinator, the Burlington County EMS Coordinator, the Burlington County Prosecutor or his designee in accordance with all procedures in effect at the time of the request. CENTRAL shall immediately summon Participating Units to the scene of an emergency in accordance with the pre-established policies and procedures in effect at the time of the request.
  - a. Each local jurisdiction shall develop a Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the Burlington County Department of Public Safety Services-Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year.

# — BURLINGTON COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS

- i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.
- ii. The County Fire Coordinator, the County EMS Coordinator or the County Prosecutor, where appropriate, will implement the Mutual Aid Plan for jurisdictions/agencies failing to submit plans as required in Section 2.a. above.
- 3. <u>Tactical Command and Authority at Emergency Scene</u>. The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State Incident Management System N.J.A.C. 5:73-1.6(b).

## 4. No Charge for Use of Personnel or Equipment.

- a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
- b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost, the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
- c. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
- d. Participating Units, when possible, will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
- e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.
- 5. <u>Limitation of Providing Mutual Aid and Assistance</u>. Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.

#### BURLINGTON COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS

- 6. Death or Disability. If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
- 7. Members Authority. The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A: 14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
- 8. Liability Insurance. Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.
- 9. Term; Withdrawal. This Agreement shall commence upon signing by each of the Participating Units and shall continue in full force and effect through July 31, 2020. Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units, the Burlington County Department of Public Safety Services, the County Fire Coordinator, the County EMS Coordinator, and the County Prosecutor or his designee with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
- 10. Legal Authority. This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.
- 11. Entire Agreement. This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

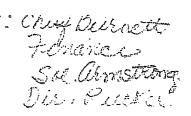
IN WITNESS WHEREOF, County of Burlington and each Municipality, Volunteer Corporation or Fire District representing each Participating Unit has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The Williams Sound Journal has executed this agreement on the Fire department, Municipality or Corporation)

The Williams of Day of Lugust , 20 15

#### RESOLUTION 2015-104

### BURLINGTON COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS



Authorized Signature:

The Compositor Official Tit

Authorized Signature:

Official Title

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# AUTHORIZING MEMBERSHIP IN A MUTUAL AID AND ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, Emergency Medical Service; fire departments, fire companies or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD-5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the "Fire Service Resource Emergency Deployment Act," N.J.A.C. 52:14E-11 et. seq., commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq., and

WHEREAS, it is deemed to be in the best interests of the residents of this municipality and/or fire district to enter into a mutual aid and assistance agreement with the County of Burlington and other municipalities including, but not limited to, municipal police, Emergency Medical Service or fire departments, volunteer fire companies or EMS organizations and/or fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

NOW, THEREFORE, BE IT RESOLVED, by the Runsky Vous

Page 5 of 6 - 6/30/2015

# BURLINGTON COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS

County of Sulling on , and State of New Jersey as follows:	
A. That the Munship if Williams is hereby authorized and directed to enter into the Burlington County Mutual Aid and Assistance Agreement Between Participating Units, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.	
B. That the Mayor and Council of the Willinghord Town	Shey
of the Junship of Willingstood are hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the Junship of Willingson	
C. That the is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Burlington County Department of Public Safety Services, Office of Emergency Management. Said Office shall serve as the central repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.	

Brandon Garcia, Deputy Clerk

Eddie Campbell, Jr., Mayor

CC: KN FEE+G Plan. Bd. attarny

#### Resolution No. 2015-105

#### A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO RELEASING ESCROW FUNDS FOR PSE&G LEVITTOWN SUBSTATION 380 JOHN F. KENNEDY WAY, BLOCK 701, LOT 25 (FORMERLY 25, 26, 27)

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of escrow funds from the project improvements for Public Service Electric and Gas Company ("PSE&G") Levittown Substation 380 John F. Kennedy Way, Block 701, Lot 25 (Formerly 25, 26, 27); and

WHEREAS, the Township Engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.

WHEREAS, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the Escrows in the amount of \$230.28 for Project ID PSEGLEVITT and \$2,332.91 for Project ID: PSEG R-V, since all outstanding invoices have been satisfied.

WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Escrow funds from PSE&G's application for the project entitled: PSE&G Levittown Substation 380 John F. Kennedy Way, Block 701, Lot 25 (Formerly 25, 26, 27), in accordance with the Township Engineer's and Planning Board attorney's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of August, 2015, that the Escrows in the amount of \$230.28 for Project ID:PSEGLEVITT and \$2,332.91 for Project ID:PSEG R-V, for the project PSE&G Levittown Substation 380 John F. Kennedy Way, Block 701, Lot 25 (Formerly 25, 26, 27) shall be refunded and released to PSE&G.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney, and Public Service Electric and Gas Company, for their information and attention.

Eddie Campbell, Jr., Mayor

Township of Willingboro

ATTEST:

Brandon Garcia, Deputy Clerk

RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO AWARD A NON-FAIR AND (
OPEN CONTRACT TO PURCHASE ONE (I) 2015 COMMERCIAL VAN VEHICLE FOR THE BUILDING
AND GROUNDS DEPARTMENT:

WHEREAS, The Township of Willingboro has a need to PURCHASE ONE (I) 2015 COMMERCIAL VAN VEHICLE FOR THE BUILDING AND GROUNDS DEPARTMENT, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and,

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, N.J.S.A. 40A: 11-12; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, and Ordinance 2009-23, the Township appointed a Qualified Purchasing Agent; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, contracts for goods or services which do not exceed \$36,000.00 may be awarded by the Qualified Purchasing Agent without publicly advertising for bids; and

WHEREAS, three vendor quotes were obtained for a 2015 Ford E-350 10' Spartan Enclosed Utility Vehicle from Holman Ford Lincoln of 571 West Route 38, Maple Shade NJ in the amount of \$45,147.00, submitted on July 2, 2015, Holman Ford Lincoln proposed an alternate option of \$46,147.00, DFFLM proposed \$38,830.00, with Barlow Chevrolet of 6057 Rte. 130, Delran, NJ 08075 with the lowest submitted proposal of \$36,000.00 on July 6, 2015 indicating they will provide the 2015 CHEVROLET EXPRESS COMMERCIAL CUTAWAY 3500 VAN 139"Vehicle; and

WHEREAS, BARLOW CHEVROLET OF 6057 RTE 130, DELRAN, NJ 08075, has submitted a proposal July 6, 2015 indicating they will provide ONE (1) 2015 CHEVROLET EXPRESS COMMERCIAL CUTAWAY 3500 VAN 139"YEHICLE for the amount of \$36,000.00; and

WHEREAS, the qualified purchasing agent recommends the utilization of this contract on the grounds that it represents the best price available, and based on approval from Barlow Chevrolet of 6057 Rte. 130, Delran, NJ 08075, and certification of the funds available; and

WHEREAS, the funds have been appropriated through the Building and Grounds Department 2015 Operating Budget for payment of \$36,000.00; and

PHEREAS, the funds are available for this purpose as is indicated by the Chief Finance Officer's attached certification for the availability of 2015 funds for this contract; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this August 4, 2015, in open public session that the Township Council authorizes the Mayor to execute a purchase agreement with Barlow Chevrolet of 6057 Rte. 130, Delran, NJ 08075; an authorized vendor; to acquire ONE (1) 2015 CHEVROLET EXPRESS COMMERCIAL CUTAWAY 3500 VAN 139"VEBICLE; The total amount to be funded is \$36,000.00, and that is consistent with this resolution, and

\*\*BE IT FURTHER RESOLVED, Funds have been appropriated through the Building and Grounds Department 2015 Operating budget.

BE IT FURTHER RESOLVED. The Mayor is hereby authorized to sign the contract documents necessary to effectuate the award of this contract. The Township Attorney shall review any and all contractual documents prepared in furtherance of this award; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution, and

BE IT FURTHER RESOLVED, which the certified copies of this Resolution shall be provided to Barlow Chevrolet of 6057 Rte. 130, Delran, NJ 08075, and the Finance Director for their information and attention.

Attest:

Brandon Garcia, Deputy Clerk

Eddie Campbell, Jr., Mayor

Copy given
to Balbons
Lightfoot

CC: Finance memassortland ...

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held in the Municipal Building on August

4, 2015.

5. Council man Holling Council wonen Jennengs PRESENT: Council man Walker. Deputy Mayor anderson Mayor Campbell

ABSENT:

RESOLUTION 2015-107

"auncelwomen Jenning introduced and moved the adoption of the following resolution and "excety Mayor Cendus seconded the motion:

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT TO EXCEED \$5,840,000 OF CERTAIN GENERAL IMPROVEMENT BONDS, SERIES 2007 OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY OR SUCH OTHER AMOUNT AS DETERMINED BY THE DIRECTOR FINANCE/TREASURER TO ACCOMPLISH THE REFUNDING ON THE TERMS REQUIRED BY THE LOCAL FINANCE BOARD PURSUANT TO NJAC 5:30-2.5 AND CONSISTENT WITH THE REFUNDING PROVISIONS OF THE INTERNAL REVENUE CODE AND PROVIDE FOR THE SALE AND DELIVERY OF SUCH BONDS TO ROOSEVELT & CROSS, INC. AND ASSOCIATES OR SUCH OTHER UNDERWRITER TO BE DETERMINED BY THE DIRECTOR OF FINANCE/TREASURER.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. An amount not to exceed \$5,840,000 General Improvement Refunding Bonds "Bonds") of the Township of Willingboro, in the County of Burlington, New Jersey (the "Township") (the specific par amount to be determined as provided herein) and as more fully described in a refunding bond ordinance, finally adopted by the Township pursuant to the Local Bond Law on July 7, 2015, and entitled, "Refunding Bond Ordinance of the Township of Willingboro, in the County of Burlington, New Jersey, Providing for the Advance Refunding of All or a Portion of Certain General Improvement Refunding Bonds, Series 2007, Appropriating \$5,840,000 Therefor and Authorizing the Issuance by the Township of Refunding Bonds in the Aggregate Principal Amount of Not Exceeding \$5,840,000 for Financing the Cost Thereof" shall be issued in one series as designated in (i) and (ii) above as "General Improvement Refunding Bonds" (the "Bonds").

Section 2. The Bonds are hereby authorized to be sold to Roosevelt & Cross, Inc. and Associates or such other underwriter to be determined by the Director of Finance/Treasurer (the "Underwriter") at a purchase price determined by the parameters set forth below and otherwise consistent with the parameters set by the Local Finance Board in the Department of Community Affairs, State of New Jersey (the "Local Finance Board") pursuant to NJAC 5:30-2.5 (the "LFB Refunding Parameters"):

- (a) the principal amount of the Bonds does not exceed \$5,840,000;
- (b) the net present value savings is at least three percent;
- (c) the debt service on the Bonds shall be structured such that no annual debt service payment is more than the annual debt service payment on the Refunded Bonds (as defined herein) in the same year:

- (d) the final year of maturity of the Bonds does not exceed the final year of maturity of the Refunded Bonds (as defined herein);
- (e) the debt service savings are substantially level in each year across the life of the refunding;
- (f) the true interest cost of the Bonds does not exceed an interest rate that would enable the Township to complete the refunding within the LFB Refunding Parameters; and
- (g) the Underwriter's discount does not exceed the amount referenced in Exhibit A attached hereto.

Section 3. The Director of Finance/Treasurer is hereby authorized and directed, without further authorization, to enter into and execute a purchase contract (the "Purchase Contract") on behalf of the Township with the Underwriter in the form satisfactory to bond counsel to the Township and upon terms consistent with the above parameters. Upon execution of the Purchase Contract, the signature of the Mayor and/or the Director of Finance/Treasurer shall be conclusively presumed to evidence any necessary approvals for the sale of the Bonds. If the Director of Finance/Treasurer, after consultation with the Underwriter, determines that the above parameters cannot be satisfied in the present market, the Bonds shall not be sold until such time as said parameters may be amended, in whole or in part, or a sale on different terms is otherwise approved by resolution of this Township Council.

Section 4. (a) The Bonds shall be issued in the par amounts consistent with the parameters set forth in Section 2 hereof and determined by the Director of Finance/Treasurer to be necessary to pay costs of issuance and to provide an escrow fund that, when invested, will be sufficient to provide for the timely payment of the principal and redemption premium, if any, and interest on all or a portion of the \$5,270,000 outstanding principal amount of the Township's General

Improvement Bonds, Series 2007, dated August 1, 2007, originally issued in the aggregate principal amount of \$12,005,000, which outstanding principal amount matures on August 1 in each of the years 2018 through 2022, inclusive, (the "Refunded Bonds").

- (b) The Bonds shall be dated and shall bear interest at the rates per annum as the Director of Finance/Treasurer shall determine.
- (c) The Bonds shall be numbered and have such prefix or prefixes as determined necessary by the Director of Finance/Treasurer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the Township as determined in the Purchase Contract.
- (d) The Bonds shall mature in each of the years 2015 to 2022, inclusive, or such other years deemed consistent with the LFB Refunding Parameters and in the principal amounts as may be determined by the Director of Finance/Treasurer and shall bear interest on the dates as may be determined by the Director of Finance/Treasurer.
  - (e) The Bonds shall have redemption provisions as are set forth in the Purchase Contract.
- (f) The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Bonds maturing in each year. Both principal of and interest due on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of CEDE & CO., as nominee of The Depository Trust Company, Jersey City, New Jersey, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with the Securities Depository. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on

behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple thereof through book-entries made on the books and the records of the Securities Depository and its participants except that an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$5,000 will be in the denominations of \$1,000 or any integral multiple thereof.

Depository by the Township on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as of the 15th next preceding each maturity date (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Director of Finance/Treasurer under the official seal of the Township (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk.

Section 5. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Township to market the Bonds:

Attest:

Brandon Garzia, Deputy Clerk

Eddie Campbell, Jr., Mayor

Section 6. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon, Scotland & Baumann, LLC, complete except for omission of its date. The Clerk is hereby authorized and directed to certify the truth and the correctness of the copy of such opinion by executing on each of the Bonds by facsimile signature a certificate in form satisfactory to that law firm and to file a signed duplicate of such written opinion in the Clerk's office. Alternatively, each Bond may be accompanied by the signed legal opinion or copy thereof.

Section 7. The Bonds are being issued to refund the Refunded Bonds. The Director of Finance/Treasurer shall take all steps necessary to call the Refunded Bonds on the first available call date at the applicable redemption price, deposit the proceeds of the Bonds with a bank for the purpose of defeasing the Refunded Bonds, invest the proceeds of the Bonds for this purpose and assist with the redemption of the Refunded Bonds. The Director of Finance/Treasurer is hereby authorized to enter into an agreement with a bank (the "Escrow Deposit Agreement") to effectuate the purpose of this Section 10.

Section 8. The Township hereby approves the preparation and the distribution of the Preliminary Official Statement on behalf of the Township in the form approved or to be approved by the Director of Finance/Treasurer. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Mayor or the Director of Finance/Treasurer. The Preliminary Official Statement shall be prepared in final form in connection with the issuance of the Bonds and the Mayor and/or the Director of Finance/Treasurer of the Township are authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Final Official Statements shall be delivered to the Underwriter of the Bonds within the earlier of seven business

days following the sale of the Bonds or to accompany the Underwriter's confirmations that request payment for the Bonds.

Section 9. The Director of Finance/Treasurer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with the Securities Depository, as may be necessary in order to provide that the Bonds will be eligible for deposit with the Securities Depository and to satisfy any obligation undertaken in connection therewith.

Section 10. In the event that the Securities Depository may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000, or any integral multiple thereof, except that an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$5,000 will be in denominations of \$1,000, or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 11. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 12. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided

that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

- ending December 31 of the year in which the Bonds are issued, to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access Dataport (the "MSRB") annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the Township and certain financial information and operating data consisting of (i) Township and overlapping indebtedness including a schedule of outstanding debt issued by the Township, (ii) property valuation information, and (iii) tax rate, levy and collection data. The audited financial information will be prepared in accordance with modified cash accounting as mandated by State of New Jersey statutory principles in effect from time to time or with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law and shall be filed electronically and accompanied by identifying information with the National Repository;
- (b) in a timely manner not in excess of ten business days after the occurrence of the event, to the MSRB notice of any of the following events with respect to the Bonds (herein "Material Events"):
  - (1) Principal and interest payment delinquencies;
  - (2) Non-payment related defaults, if material;
  - (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (5) Substitution of credit or liquidity providers, or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified in subparagraph (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(c) in a timely manner to the MSRB notice of failure of the Township to provide required annual financial information on or before the date specified in this resolution.

- (d) If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.
- (e) The Director of Finance/Treasurer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.
- (f) In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this certificate, the Township shall not be liable for monetary damages. The sole remedy is hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.
- (g) The undertaking may be amended by the Township from time to time, without the consent of the Bondholders or the beneficial owners of the Bonds, in order to make modifications required in connection with a change in legal requirements or change in law, which in the opinion of nationally recognized bond counsel complies with the Rule.
- Section 13. There can be no assurance that there will be a secondary market for the sale or purchase of the Bonds. Such factors as prevailing market conditions, financial condition or market position of firms who may make the secondary market and the financial condition of the Township may affect the future liquidity of the Bonds.
- Section 14. The Mayor, the Director of Finance/Treasurer, the Clerk and other appropriate representatives of the Township are hereby authorized to take all steps necessary to provide for the

issuance of the Bonds and the refunding of the Refunded Bonds, including preparing and executing such agreements and documents on behalf of the Township, satisfying in full the requirements of notice of redemption of the Refunded Bonds and taking all steps necessary or desirable to implement this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby.

Section 15. The Director of Finance/Treasurer is hereby authorized and directed to submit to the Local Finance Board, within ten days of the issuance of the Bonds, the items set forth in section (b) of N.J.A.C. 5:30-2.5.

The Mayor and/or Director of Finance/Treasurer are each hereby authorized Section 16. and directed to pay all costs of issuance in connection with the sale of the Bonds pursuant to a certificate of the Mayor and/or Director of Finance/Treasurer to be executed upon delivery of the Bonds, each such cost in an amount not to exceed the amount set forth in Exhibit A attached hereto or, if in any greater amount, only upon the prior approval of the Township in accordance with the customary procedure for approval and payment of bills.

Section 17. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

Council asoman AYES: Council, main

NAYS:

IN WITNESS WHEREOF, the Township has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Director of Finance/Treasurer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual or facsimile signature of its Clerk and this bond to be dated the DATED DATE as specified above.

TOWNSHIP OF WILLINGBORO

By File angle Mayor

ATTEST:

#### CERTIFICATE

I, Sarah Wooding, Clerk of Township of Willingboro, in the County of Burlington, State of New Jersey (the "Township"), HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on August 4, 2015 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this day of August, 2015.

Mak Wooding, Clerk

(SEAL)

REGISTERED	
NUMBER - GI-	

REGIS	STERED
\$	

#### UNITED STATES OF AMERICA STATE OF NEW JERSEY COUNTY OF BURLINGTON

#### TOWNSHIP OF WILLINGBORO

#### GENERAL IMPROVEMENT REFUNDING BOND

PRINCIPAL AMOUNT:

DATED DATE:

MATURITY DATE:

INTEREST PAYMENT DATES:

INITIAL INTEREST PAYMENT DATE:

RATE OF INTEREST PER ANNUM:

CUSIP NUMBER:

TOWNSHIP OF WILLINGBORO, in the County of Burlington, New Jersey (the "Township") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the MATURITY DATE, the PRINCIPAL AMOUNT, and to pay interest on such sum from the DATED DATE of this bond until the MATURITY DATE at the RATE OF INTEREST PER ANNUM semiannually on the INTEREST PAYMENT DATES in each year until maturity, commencing on the INITIAL INTEREST PAMENT DATE. Interest on this bond will be paid to the Securities Depository by the Township and will be credited to the participants of the Securities Depository as listed on the records of the Securities Depository as of the 15<sup>th</sup> day prior to each INTEREST PAYMENT (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the Township will be paid to the Securities Depository by the Township and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest. The participants are responsible for maintaining the records regarding the beneficial ownership interest in the bonds on behalf of the individual purchasers except to an authorized nominee of the Securities Depository. The Securities Depository shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants.

[The bonds of this issue maturing prior to, 20, are not subject to optional
redemption prior to their stated maturities. The bonds of this issue maturing on or after
20 are redeemable at the option of the Township in whole or in part on any date on or after
, 20 at 100% of the principal amount outstanding (the "Redemption Price") plus interest accrued
to the date of redemption upon notice as required herein.

Notice of Redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption. Such mailing shall be to the owners of such bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. Any failure of the depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the bonds prior to maturity, the bonds to be redeemed shall be selected by the Township; the bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

So long as CEDE & CO., as nominee of the Securities Depositor, is the registered owner of the Bonds, the Township shall send redemption notices only to CEDE & CO.

If Notice of Redemption has been given as provided herein, the bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the bonds after the date fixed for redemption and no further interest shall accrue beyond the redemption date. Payment shall be made upon surrender of the bonds redeemed.

As long as The Depository Trust Company is the securities depository for the Bonds as provided herein, the procedures of The Depository Trust Company will determine the method of selection for redemption within a maturity. Otherwise, it will be by lot or by a similar method.]

[This bond is not subject to optional redemption prior to its stated maturity.]

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of the State of New Jersey, a refunding bond ordinance of the Township, finally adopted August 4, 2015, and entitled, "Refunding Bond Ordinance of the Township of Willingboro, in the County of Burlington, New Jersey, Providing for the Advance Refunding of All or a Portion of Certain General Improvement Bonds, Series 2007, Appropriating \$5,840,000 Therefor and Authorizing the Issuance by the Township of Refunding Bonds in the Aggregate Principal Amount of Not Exceeding \$5,840,000 for Financing the Cost Thereof" and a resolution of the Township adopted August 4, 2015.

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such constitution or statutes.

#### Exhibit A

# Authorized Costs of Issuance

McManimon, Scotland & Baumann, LLC, Bond Counsel	\$17,000.00
Underwriter	\$5.50/bond
Bowman & Company, LLC, as Auditor and Verification Agent	\$21,500.00
Phoenix Advisors, LLC, as Financial Advisor	\$10,000.00
Standard & Poor's Rating Agency	\$12,000.00
McElwee & Quinn, LLC, Printer	\$2,500.00
Escrow Agent (To Be Determined)	\$3,500.00
Bond Insurance	ŕ
	*
Miscellaneous	\$5,000.00

<sup>\*</sup> To the extent the Underwriter determines that the purchase of a bond insurance policy results in a lower interest rate on the Bonds and produces a savings which is greater than the cost of such bond insurance policy, the Underwriter is authorized to purchase such bond insurance policy to raise the credit rating on the Bonds, lower the interest rate on the Bonds and increase the total net debt service savings produced by the refunding.

# RESOLUTION NO. 2015-

#### A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING CHANGE ORDER #1 FOR YEAR 2 ROAD IMPROVEMENT PROGRAM "RESURFACING OF VARIOUS STREETS."

WHEREAS, on June 3, 2015 by Resolution 2015-83 the Township Council of the Township of Willingboro authorized a contract with Arawak Paving Company, Inc. of 7503 Weymouth Road, Hammonton, New Jersey 08037 for Year 2 Road Improvement Program "Resurfacing of Various Streets," pursuant to the Local Public Contracts Law, N.J.S.A. 40:11-1, et seq.; and

WHEREAS, the original contract amount was awarded for \$813,790.93; and

WHEREAS, the Township has requested and Township Engineer has recommended four additional roads to be added to the project for a proposed estimated Change Order #1 of \$153,238.17; and

WHEREAS, the revised/amended final contract amount will be \$967,029.10; and

WHEREAS, Township Council has reviewed the Engineer's recommendation for the Change Order #1, and has found that it is in the best interest of the Township to add four additional roads to the project amending the final contract amount to Nine Hundred Sixty Seven Thousand Twenty Nine Dollars and 10/100 (\$967,029.10); and

NOW THEREFORE, BE IT RESOLVED that in open public session on this 4th day of August 2015 that the Township Council of the Township of Willingboro hereby accepts Change Order #1 for the Year 2 Road Improvement Program "Resurfacing of Various Streets,", and amends the contract amount for this project to \$967,029.10 for Arawak Paving Company, Inc.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Township Engineer, Finance director, and Arawak Paving Company, Inc.

randon Gar¢ia, Deputy Clerk

Eddie Campbell, Jr., Mayor

Recorded Vote

Abstain

amplelly

Councilman Holley Councilwoman Jennings Councilman Walker

Deputy Mayor Anderson

Mayor Campbell

# A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING CHANGE ORDER #1 FOR FY 2013 AND 2014 NJDOT "RESURFACING OF CHARLES VAN SCIVER PARKWAY."

WHEREAS, by Resolution 2015-83 on or about June 16, 2015 the Township Council of the Township of Willingboro authorized and entered a contract with Arawak Paving Company, Inc. 7503 Weymouth Road, Hammonton, New Jersey 08037 for Fiscal Year 2013 and 2014 for NJDOT Trust Fund "Resurfacing of Charles Van Sciver Parkway," pursuant to the Local Public Contracts Law, N.J.S.A. 40:11-1, et seq.; and

WHEREAS, the original contract amount was awarded for \$\$406,594.67; and

WHEREAS, the NJDOT released the FY 2015 NJDOT Trust Fund Grant Awards, and the Township was awarded a total of \$247,957.00;

WHEREAS, the Township's Engineer has requested that NJDOT apply \$196,000.00 to this project; and

WHEREAS, the total funds allocated from the NJDOT from FY 2013 (Urban Aid), FY 2014 (Urban Aid and Local Aid) and FY 2015 (Local Aid) funds to this construction contract is \$490,930.00; and

WHEREAS, it is recommended that the Township extend the project from Levitt Parkway (CR 630) to Hillcrest Lane, to Hillcrest Lane to Salem Road, to utilize the grant funds allocated; and

WHEREAS, the proposed change Order #1 is \$103,184.85 to extend the resurfacing project to Salem Road for an amended /revised contract amount of \$509,779.52; and

WHEREAS, the Township Engineer has found the proposed change order #1 to be acceptable; and

WHEREAS, the Township Council has reviewed the Engineer's recommendation for the extension of the current project to be in the Township's best interest and accepts the Change Order #1, revising and amending the contract amount to Five Hundred Nine Thousand Seven Hundred Seventy Nine Dollars and 52/100 (\$509,779.52).

NOW THEREFORE, BE IT RESOLVED that in open public session on this 4<sup>th</sup> day of August 2015 that the Township Council of the Township of Willingboro hereby accepts Change Order #1 for the Fiscal Year 2013 and 2014 for NJDOT "Resurfacing of Charles Van Sciver Parkway," and amends the contract amount for this project to \$509,779.52 for Arawak Paving Company, Inc.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Township Engineer, Finance director, and Arawak Paving Company, Inc.

Attest:

Eddie Campbell, Jr., Mayor

Campbette

Brandon Garcia, Deputy Clerk

Comonica Div. y local Gov.

#### RESOLUTION 2015--110

### CHAPTER 159—2015 BURLINGTON COUNTY MUNICIPAL ALLIANCE GRANT PROGRAM

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special items of revenue in the budget of any county of municipality, when such item shall have been made available by law and the amount hereof was not determined at the time of the adoption of the budget; and

#### SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 4<sup>th</sup> day of August, 2015 hereby request the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2015.

The sum of \$19,343.75 for the 2015 Burlington County Municipal Alliance Grant, which item is now available as a reimbursement received from the Board of Chosen Freeholders, County of Burlington, New Jersey.

BE IT FURTHER RESOLVED, that two copies of this resolution be forwarded to the Director of the Division of Local Government Services for his approval, as well as a copy to the Tax Collector/Treasurer of the Township of Willingboro.

Eddie Campbell, Jr., Mayor

Attest:

Brandon Gargia, Deputy Clerk

#### <u>Certification Of Availability of Funds</u>

This is to certify to the Mayor and Council of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 08/04/15 Resolution Number: 2015-109

Vendor: ARAWAK ARAWAK PAVING CO INC

7503 WEYMOUTH RD HAMMONTON, NJ 08037

Contract: C5-00004 Arawak- Van Sciver Pkwy Paving

Account Number	Amount	Department Description
C-04-55-915-005-002 G-01-41-866-004-299 G-01-41-866-005-299	17,122.52 244,700.00 247,957.00	Capital Improvement Ord 2015-4
Total	509,779.52	

Only amounts for the 2015 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

hief Financial Officer

# RESOLUTION NO. 2015--111 A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 4th of August, 2015 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

	, THEREFORE, upon motion duly made and seconded and passed by a vote of it opposed, BE IT RESOLVED by the Township Council of the Township of
Willingboro,	County of Burlington, State of New Jersey that an Executive Session of the uncil meeting shall be convened to discuss one or more of the following categories
as noted:	
1.	Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting
2.	Any matter in which the release of information would impair the right to receive funds from the United States Government.
3.	Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4.	Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representative of employees.
<i>5.</i>	Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6.	Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7.	Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8.	Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

9.	Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
10.	Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).
BE IT relates to:	FURTHER RESOLVED that the general nature of the subject to be discussed
the discussion	FURTHER RESOLVED that the time when and the circumstances under which a conducted in closed session will be disclosed to the public, in accordance with -14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

Attest:

Brandon Garcia, Deputy Clerk